



TERMS AND CONDITIONS

Kia Ora, Welcome to our Terms and Conditions, please ensure that you read these terms and conditions thoroughly so that you understand the contents. In choosing to continue with the booking of a riding adventure with Adventure Horse Trekking NZ Ltd. you are agreeing with and accepting these terms and conditions in their entirety.

It is important to clarify that in the document when referencing:

- a) “we” “our” or “us” this is a reference to Adventure Horse Trekking NZ Ltd.
- b) “you” or “your” “customer” this is a reference to the customer booking and all others booked on the riding adventure

1. BOOKING AN ADVENTURE:

Once you have decided to book with Adventure Horse Trekking NZ Ltd. You will need to complete the [booking form](#) on our web site. In submitting this application, you are accepting and confirming that you are:

- 1) 18 years of age and older or if 16>18 years of age, have the written permission of your parent/ guardian;
- 2) intend to enter into a binding contract with us pursuant to these Terms & Conditions under New Zealand laws;
- 3) agree to be bound by these Terms & Conditions;
- 4) have provided us with true, complete and accurate information;
- 5) consent to providing us and as necessary our suppliers with your personal information;
- 6) already have or intend to obtain comprehensive travel insurance which covers loss, damage and/or personal injury as a result of horse-riding related activities;
- 7) responsible for all payments due in respect of the booking or bookings made;
- 8) agreeing to indemnify us against any and all loss that we may suffer as a result of your failure to honor these Terms & Conditions;
- 9) in agreement that amendments to these Terms and Conditions may occur, if this should be the case, we will notify you of the change/amendment in written or electronic form.
- 10) Understand that the governing law that this contract is made is New Zealand.
- 11) Disputes that cannot be resolved between both parties shall be settled by mediation under New Zealand legislation and laws.

Adventure Horse Trekking NZ Ltd will confirm acceptance of the booking via email. When there is high demand for a specific trail a waiting list is available.



2. DEPOSITS AND PAYMENTS:

- a) Adventure Horse Trekking NZ Ltd requires a 50% deposit at the time of booking to secure your saddle on the trail. The remaining 50% of the ride cost is due for payment 2 months prior to the tour start date.
 - i) If you book within 10 weeks of the trail, full payment will be required at the time of booking
- b) A payment scheme can be entered into with the fees being divided into 10 easy payments. This needs to be confirmed via email at the time of booking. Under this agreement a 20% deposit will be required at the time of booking.
- c) Confirmation of your booking will be made (a binding agreement reached) when you/your group leader has paid the required deposit: or

If you are required to make full payment, full payment has been received by AHT NZ.

Notwithstanding your rights under New Zealand Consumer Law, if you do change your mind or cancel your booking, your deposit will not be refunded (Cancellation section 6)

Once you receive your invoice, please check it thoroughly and contact us in writing right away if you wish to make changes. We cannot accept liability if you do not notify us of any mistakes in your invoice within 10 days of the date it was sent to you.

All fares published supersede all prices advertised previously. The day of departure to the day of return is the “stated duration” of the trail.

- d) **Payments and Invoices:** The invoice you/your group leader will receive via email from Adventure Horse Trekking NZ Ltd. will identify the date by which you are required to pay the balance of your booking cost.

Adventure Horse Trekking NZ Ltd reserves the right to cancel any booking or to refuse to carry any passenger where payment has not been received within the date specified on the invoice. All prices include New Zealand Government Goods and Services Tax (where applicable)

Cancellation charges set out in (Section 5 & 6) below will be applied and charged where applicable.

- e) **Payment Plans:** AHT NZ may, at our discretion, agree to enter into a payment plan with you, in accordance with the following terms:
 - i) The total cost of your booking shall be divided into 10 equal payments:
 - ii) The first payment will be your 10% deposit which will secure the booking
 - iii) A separate invoices will be emailed detailing payment dates 2,3,4,5,6,7,8,9,10 you will need to set these up with your bank. The final payment being made 5



weeks before your trail departure date. These dates will be detailed on the separate invoice emailed to your email address.

- (1) Ensuring final payment is made 5 weeks prior to your departure date
 - (2) Equally dividing the days between your booking date and final payment due date into 10.
 - (3) This invoice will be issued upon booking, via a separate email.
- iv) Your booking maybe subject to cancellation should you fail to make any of the 10 payments by their due date. We will send you a reminder via email of outstanding payments that are required to be made. Should you fail to make outstanding payments, we may cancel your booking and cancellation charges set out in clause (section 5) will be applicable.

Though we will use our best endeavours, if we should fail to issue your reminder invoices pursuant to the payment plan referred above in section "D" invoicing protocol, we reserve the right to issue invoice outside of the specified timeframes and the date specified on the new invoice, will be payment date.

- f) **Credit and Debit Card Payments:** All payments made with credit card or debit cards will be subject to a 2% surcharge.
- g) **Currency Fluctuations:** The cost of our adventures is advertised in New Zealand Dollars. When transferring currency, bank charges may be applied to your transfers. AHT NZ is not responsible for these charges or any fluctuations in currency exchange rates.

4. CHANGES TO BOOKING:

- a) Changes made to bookings will need to be received in writing at least 80 days prior to your trail departure date. Administration fee of NZ\$100 is applicable to changes. AHT NZ reserves the right to refuse changes to bookings when they are made within 90 days of your original departure date.
- b) Although AHT NZ will do their best to accommodate your request for changes, we cannot guarantee that these can actually be made.
- c) Additional charges that maybe incurred by our company or suppliers as a result of the change will be invoiced to you directly.
- d) When an application to change your departure date is made, the new departure date will need to be booked within 12 months of your application date to change your booking. You can use this credit on any of our trails and also share the credit with another person, so long as AHT NZ has notification via email of your intentions to do so.



5. CANCELLATION POLICY: We reserve the right to change or cancel your booking when it is necessary to do so, in the event of force majeure.

If it is necessary for Adventure Horse Trekking NZ Ltd to cancel or make changes to your booking, we agree to:

- a) Where possible, give you reasonable notice of proposed changes and, or cancellations and,
- b) Offer a comparable trail where one is available
- c) A transfer of your booking to an alternative trail (there will be no administration fee for this change)

Should the alternative trail be:

- i. Less expensive, you will be entitled to a refund of the difference in price or
- ii. More expensive, you will be required to pay the difference in price within 7 days of agreeing to transfer your booking.

d) If you have paid with a Gift/Credit voucher and the subsequent booking results in a change of price you agree that:

- i. you will pay the difference between the credit voucher and the increased price of the trail
- ii. if the subsequent booking is less than the gift/credit voucher you will not be provided with any additional gift/credit voucher or cash and it will be deemed that the credit voucher has been redeemed in full

e) The company is not responsible for any incidental expenses that you may have incurred as a result of your booking such, as visas, vaccinations or non-refundable flights and travel costs.

f) Cancellation due to failure to notify us of a pre-existing medical, physical or mental condition that inhibits you/ a member of your party completing the trail will incur a charge of 20% of the trail fee.

g) As we utilised 3rd party suppliers, including but not limited to accommodation providers, taxi services, food and supplies we do not actually personally provide all of the services included within your booking. Therefore, if we are forced to cancel your booking due to force majeure or circumstances outside of our control, we are unable to offer you a refund on these services unless we are refunded such monies from the third party supplier.



h) Our liability to provide you with a refund shall be limited to:

- a. The actual amount we obtain from any third party supplier and
- b. The fullest extent permitted by New Zealand law

i) You agree that AHT NZ is not liable or responsible for any loss or damage suffered should it be necessary to change or cancel your booking or any associated travel expenses at any time prior to departure of something beyond the control of Adventure Horse Trekking NZ Ltd deems it a necessity; including but not limited to, acts of God, force majeure, natural disasters, political instability, terrorism, adverse weather conditions, cultural conditions, fire, health risks, pandemics, or other external events.

6. CUSTOMERS CANCELLATION POLICY:

Should riders cancel the saddles on the trail?

Cancellations need to be made in writing via email and is considered cancelled once Adventure Horse Trekking NZ Ltd. replies to the email.

<i>Period Prior to Trail Commencement</i>	<i>% Cancellation fees</i>
Outside 80 days	50% deposit for the trail
80 > 60 days prior	80% of the cost of the trail
60 days to 48 hours	100% of the cost of the trail
Within 48 hours of the trail commencing	100% of the cost of the trail

Adventure Horse Trekking NZ has had to employ this cancellation policy due to previous rider’s cancellations causing the cancellation of an entire trail. Once we are under the required number of riders for each trail, the trail becomes unviable. If a trail is cancelled, we still have to pay accommodation providers and other contractors regardless. Therefore, these outgoings need to be covered.

****Attention**** Trail cost includes the basic trail ride along with any additional items booked with us here at Adventure Horse Trekking NZ Ltd. If you have booked through an inbound operator, please check their cancellation policy, as this may differ from ours and could incur further costs.

If you choose to voluntarily leave a trail for any reason, no refund will be made to you. This includes refund of accommodation, meals, sleeping bag hire, hot tub, transportation services or any other services that may not have been used.



This cancellation policy applies if you are unable to travel due to not having the appropriate visa to enter New Zealand.

7. LOCAL PARTNERS

Adventure Horse Trekking NZ Ltd work with other outside providers who are highly reputable agents in their own right, they offer to the same high standard of service that Adventure Horse Trekking NZ Ltd provides.

8. LUGGAGE LIMITS

When travelling inside New Zealand, each passenger is entitled to take one case, the sum of its length, width and depth are not to exceed 160cm and weigh no more than 20Kilos, plus a small day pack. Our airlines permit only one cabin bag per person, to carry personal items such as computers, cameras or toiletries' etc. (Please ensure that you have checked with your specific airline and bookings made as booking choices and airline regulations may differ) Adventure Horse Trekking NZ Ltd operate in a similar way, between airport and trail commencement, over limit baggage cannot be carried. If you have over the limits specified above please contact us prior to your trail commencement. Baggage is at "owner's risk." Most airports, hotels and hostels offer storage facilities for additional luggage.

Once you arrive at the trail start, you will be issued with a blue "packing bag" this will be your luggage allowance for the trail with Adventure Horse Trekking NZ Ltd. Please follow the link to see our video regarding the size and weight limits of this pack [Blue Pack Bag](#) the remainder of your baggage will be transported to the end of your trail, waiting for your arrival.

9. IMPORTANT INFORMATION; EXCLUSIONS OF LIABILITY

- a) Adventure Horse Trekking NZ Ltd will take all reasonable steps to provide an enjoyable tour. It accepts no liability for any loss of enjoyment experienced by passengers due to circumstances beyond its control. Adventure Horse Trekking NZ Ltd further accepts no liability for any loss beyond its reasonable control and provides no warranties in addition to those set out under, "The Fair Trading Act 1986" and nothing herein restricts any rider from exercising their rights and remedies pursuant to the New Zealand law.
- b) Booking through an inbound operator; your inbound operator, tour operator or travel agent is not an agent of Adventure Horse Trekking NZ Ltd for the purpose of receipt of monies. Receipt of booking, confirmations and subsequent payments by the travel agent does not constitute receipt of those monies by Adventure Horse Trekking NZ Ltd and these agents of no authority expressed or implied to receive monies on our behalf. There is no liability on the part of Adventure Horse Trekking



NZ Ltd in respect to any monies paid to the passengers, “inbound operator” unless or until Adventure Horse Trekking NZ Ltd notifies the rider (by way of an emailed booking confirmation or payment receipt) that monies have been received by Adventure Horse Trekking NZ Ltd.

- c) The trail rides include the services of operators other than Adventure Horse Trekking NZ Ltd such as hoteliers, accommodation providers, station owners, taxi drivers and others. These services are not under the direct control of Adventure Horse Trekking NZ Ltd and whilst we at Adventure Horse Trekking NZ Ltd have taken all reasonable care in the selection of these operators, it cannot accept responsibility for the conduct of those operators or any representative, employees or agents of these operators or for any consequences of that conduct.
- d) Trails can include activities such as trekking, swimming, fishing, walking, cantering and trotting, or a mix of these, riders accept that degrees of risk are involved
- e) Riders must have a good level of personal fitness, no riders will be permitted to begin or continue on a ride while their mental or physical condition is, in the opinion of any representative of Adventure Horse Trekking NZ Ltd such as to render them incapable of caring for themselves, or whereby they become objectionable to other riders, or they become a hazard to themselves or other riders Adventure Horse Trekking NZ Ltd will not be responsible for expenses resulting in such persons being precluded from completing the trail ride.
- f) Pre-existing medical conditions or special requests; It is vital if you have pre-existing medical conditions, dietary requirements that may affect your ability to complete the trail that you contact AHT NZ prior to booking. This is so that we can ensure you have all of the information you require to make an informed decision regarding trails. Although we offer advice it is not intended to be, nor should it be interpreted as a representation or warranty that the specific trail option will, actually meet your needs, nor will it avoid or override the limitations of liability outlined in section 5 (f) above.

As part of this agreement you will advise us, in writing at the time of making your booking any special requirements, physical, medical or mental that may affect any person specified on the booking forms ability to enjoy, implement or complete the trail. If you fail to do so, we reserve the right to implement cancellation of your booking and apply cancellation charges note in section 5 (f)

10. AMENDING TRAIL BOOKINGS

An administration fee of \$30 is applicable to make changes to your trail bookings after the original booking has been confirmed (with exception to those changes made by Adventure Horse Trekking NZ Ltd) If there are any price changes incurred as a result of your changes to the original reservation, the new tour price will apply to the new reservation



11. ADDITIONAL PRE BOOKED ACTIVITIES

If you have chosen an additional activity to be clipped onto your trail ride, these retail prices are set by operators other than Adventure Horse Trekking NZ Ltd and maybe subject to price rises at any time, outside of our control. We will endeavour to notify you of any changes of prices 30 days before the trail. Price differences will appear on your account as “additional activity adjustment”

12. ITINERARIES

a) Although Adventure Horse Trekking NZ Ltd has provided an itinerary for the trail, these can be subject to alteration without notice and are intended as a guide only. Alterations may come about due to road, trail or weather conditions, strikes, public holidays, local festivals and cultural or other reasons. Due to the nature of the terrain and the remote locations, weather fluctuations can adversely affect road, trail and river conditions that may necessitate alterations to the itinerary with little or no notice. Any additional expenses incurred by the riders are not Adventure Horse Trekking NZ Ltd responsibility. Adventure Horse Trekking NZ Ltd cannot give any guarantee as to the exact arrival and departure times for taxi services and operators utilised by Adventure Horse Trekking NZ Ltd to service the trail ride and Adventure Horse Trekking NZ Ltd will not be liable for failure or any other service or attractions beyond its control.

b) Transfers to the trails are arranged to suit the time and date of the trail start. Adventure Horse Trekking NZ Ltd cannot be held responsible for riders who fail to arrive at the prearranged location, date and time. Adventure Horse Trekking NZ Ltd is not liable for additional costs of transfers for riders who miss these connections.

c) Delays: We regret that we are not in a position to offer you any assistance in the event of delays that may occur to your inbound or outbound departures; these matters are outside the control of AHT NZ.

13. TRAVEL INSURANCE Adventure Horse Trekking NZ Ltd requires all riders take out travel insurance even if you are travelling within New Zealand. When looking for a travel insurance policy make sure it covers horse riding as an activity as well as any adventure activities that are not covered under standard insurance policies.

Having completed your booking and paid your deposit, in accordance with these Terms and Conditions you agree to:

Your policy needs to cover medical expenses, including emergency repatriation, repatriation expenses and evacuation expenses, personal liability, cancellation, personal injury, death, medical expenses, irrespective of whether you are travelling in your home country or from abroad, loss of luggage and personal effects.



This will cover cancellation penalties in certain circumstances if you have to cancel your trip unexpectedly due to illness, injury or unforeseen circumstances that may cause you to depart from the tour early. These travel insurance needs to be in place prior to your trail departure.

Adventure Horse Trekking NZ Ltd accepts no responsibility or liability for any failure, on your behalf, to obtain appropriate insurance.

14. ACCIDENT AND COMPENSATION COMMISSION (ACC)

Should you have an accident resulting in injury whilst in New Zealand, ACC may be able to assist with the cost of treatment and support you require whilst you are here. However, it is important to be aware that you cannot sue for personal injury – ACC replaces that right. Furthermore, ACC only covers treatment and rehabilitation costs whilst in New Zealand; it is not a replacement for travel insurance and does not cover illness, disrupted travel plans or emergency travel for your return journey.

15. PERSONAL HEALTH AND WELL BEING

i) The New Zealand Government regulations regarding isolation and personal health must be adhered to by all our customers and staff. We cannot admit you onto a trail if you should be in isolation, please do not put us in that position. We have done all that we can to clean and sanitise equipment utilised on the trail.

ii) You agree that: you or any members of your party have not been in contact with anyone who has the Covid 19 virus.

iii) You/ members of your party have no signs of Covid 19 or any other contagious virus

iv) Horse riding can be strenuous by nature; riders should be of reasonable health and fitness and bring all required medication. Adventure Horse Trekking NZ Ltd will require notification of all prior medical conditions, allergies or specific food requirements at the time of booking. Riders need to be aware that we are riding in isolated locations, although we carry a satellite phone and rescue beacon, it can be difficult and timely to access our locations. Riders are expected to manage their own health conditions accordingly, in making the decision to book you are agreeing that you are fit and healthy enough to face the challenges of the trail you are booking.

Recommended preparation before your trail ride:

- If you do not currently ride a horse, then riding a bike is an advantage for your behind and leg strength.
- Yoga, pilates gives you good core strength



- Walking also helps your levels of fitness

Even if you are a seasoned rider, Adventure Horse Trekking NZ Ltd recommend that you read through our article, safety around horses, which is on our web site under Adventure Information.

16. UNDERSTANDING THE RISKS

You accept that this activity inherently involves risks and potential hazards. The risks and hazards include, but are not limited to

*Falling from the Horse,
Being hit by other riders
Riding into obstacles (such as trees, rocks or other riders)
and equipment failure.*

You are aware that participating in the *horseback adventures* offered by Adventure Horse Trekking NZ Limited can be hazardous if they are not conducted with care, control and responsibility.

Acknowledging that these risks, could result in my injury (physical or mental) or even death.

A PDF of this risk disclosure is located on our web site adventurehorsetrekking.co.nz

17. CONDITIONS OF PARTICIPATING IN ACTIVITY

- I agree to ride with care, and obey the rules set out by Adventure Horse Trekking NZ Limited and instructions given by the guide (or a representative of Adventure Horse Trekking NZ Limited), at all times.
- I accept that if I do not adhere to the instructions and rules, or if I act dangerously, recklessly or in a way that might endanger myself or others, Adventure Horse Trekking NZ Limited may remove me from the activity. If this occurs, I acknowledge I will not receive a refund.
- I accept that Adventure Horse Trekking NZ Limited reserves the right to cancel this activity if it becomes concerned for my safety, or the safety of another person.
- I agree to wear appropriate clothing and use/wear all safety clothing and equipment (as required by the guide) at all times when participating.

iv) **Behaviour** you agree that all individuals within your booking along with other travellers, riders and suppliers agree to comply with the requirements and standards of New Zealand and the safety standards required by AHT NZ to keep you and other members of the trail safe.

- a) have the right to enjoy a safe environment
- b) will behave appropriately, physically/verbally
- c) will comply with the authority and decisions of appointed tour leaders/guides/ wranglers or any authorised person



- d) will be liable for, and indemnify us against, any claims made as a result of your behaviour, acts or omissions

In the event of any breach we reserve the right to immediately and without notice, cancel your trail or any unused holiday services to be provided by third party suppliers without refund

If your holiday is cancelled in part or in full (due to 17 (iv) you will be required to immediately leave your accommodation (or other service) and make alternative arrangements. AHT NZ will not assist you to make alternative arrangements and will accept no responsibility towards you and your travel party. A refund will not be provided for the cancelled portion of your holiday and we will not pay any costs or expenses that you may incur as a result of the cancellation.

18. SMOKING

New Zealand government regulations forbid smoking in public places and taxis. Most accommodation providers are also non-smoking; some may have designated smoking areas outside.

The high country can be a very dry and arid environment and those who do smoke need to be on high alert regarding cigarette butt disposal. Fires can cause devastation running into millions of dollars, loss of grazing, fences and stock and firefighting costs in such isolated environments can soon spiral out of control. *Adventure Horse Trekking NZ Ltd does not except liable for fires started as a result of cast off cigarette butts and the smoker will be held accountable for any costs resulting from such a fire.*

You agree that:

If as a result of your smoking, discarded cigarette fire breaks out on the trail, you are liable for all damages incurred as a result of the fire.

19. MINIMUM NUMBERS

Group tours do require a minimum number of bookings in order for a tour to be financially viable and to have a pleasant group atmosphere. In the event that numbers cannot be achieved, it may be necessary for Adventure Horse Trekking NZ Ltd to cancel a scheduled departure and to offer the nearest possible alternative date (or refund of monies paid) the date on which the decision is made whether a tour will operate is usually eight weeks before the scheduled departure date. In the event of a breakdown or other unforeseen circumstances, the



operator reserves the right to substitute accommodation, or transportation other than those specified to ensure the continuation of the trail.

20. JURISDICTION

The Terms and Conditions included within this document shall be governed by and construed and/or enforced within the laws of New Zealand. You and all members of your booking hereby irrevocably submit to the non-exclusive jurisdiction of the Courts of New Zealand. With respect to any disputes that may arise at any time relating in any way to these terms and Conditions.

21. PERSONAL PRIVACY AND DATA PROTECTION

In order to complete your booking and successfully implement the trail we will need to share your private information with our suppliers. This includes but is not limited to:

- a) Your name
- b) Contact details, phone number, email address or other
- c) Medical/ special requirements/ requests
- d) Locations for pickup and drop off

By completing our booking form with personal information and making a booking with us, you/ other members included in your booking form) consent to us collecting, using and disclosing your personal information to relevant third parties, located in New Zealand.

You agree that:

- i. Every person included within the booking form has consented to provided their personal information to us and
- ii. Where it is necessary to disclose your personal information to our third party suppliers, all members of your party have given permission to disclose their personal information and
- iii. We are not required to ensure that any third party complies with New Zealand Privacy laws and
- iv. We are not accountable for how any third party handles your personal information

If you withdraw the consent provided under this term of these Terms and Conditions, we may not be able to complete your booking and may, at our discretion, treat this as a cancellation, therefore, cancellation costs under section 5 above will be incurred.



22. CUSTOMER FEEDBACK

a) Should problems occur during your adventure holiday, then it is in your own best interests to advise your Trail Boss or wrangler immediately, so that steps can be taken to resolve the matter there and then. If you remain dissatisfied, any complaint must be made in writing to us within 30 days of the trail ending.

b) We value our customer's feedback evolving and enhancing our trails each season to encompass this. Please feel free to leave your feedback on our Tripadvisor, Facebook, google, instagram or via email.

23. PHOTOGRAPHS AND VIDEOS

a) By completing our booking form and making a booking with us, you/ other members included in your booking form) consent to us taking photos and videos of riders which may be shared on social media by Adventure Horse Trekking NZ Ltd.

In addition, if you wish to share your own photos they too maybe utilised by Adventure Horse Trekking NZ Ltd in their social media